

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

RELIABLE CARRIERS, INC.,

Plaintiff(s),

CASE NO. 12-11052

v.

HONORABLE AVERN COHN

RELIABLE TRANSPORT, INC., d/b/a
RELIABLE TRANSPORT,

Defendant(s).

PARTIAL JUDGMENT

On June 14, 2012 the Court granted plaintiff's Motion for Entry of Default and Final Judgment and ordered entry of a partial judgment. Therefore it is ordered and adjudged that partial judgment is entered in favor of plaintiff against defendant as follows:

- A. Enjoining and restraining defendant, its agents, servants, employees, attorneys, and all persons in active concert or participation with any of it, from engaging in any of the following acts:
 - 1. Using without authorization plaintiff's Reliable Carriers mark of plaintiff's orange and black color scheme, or any other name, logo, mark or design that is confusing or deceptively similar to the mark or plaintiff's orange and black color scheme, either alone or in conjunction with other words or symbols, as a part of any trademark, service mark, logo, trade name, corporate name, assumed name, domain name, on or in relation to any goods or services performed by defendant, in any e-mail address, or in any other manner; and
 - 2. Using the word "reliable" any form or manner that would tend to identify or associate defendant or its business or services with plaintiff, including, without limitation, in the marketing, promotion, advertising, identification, sale or performance of goods or services, or in any other manner;
- B. Requiring defendant, pursuant to 15 U.S.C § 1118 to destroy all literature, signs, labels, prints, packages, wrappers, containers, advertising materials, Internet content, e-mail addresses, stationery, software, and any other items in their possession or control which contain the infringing mark or any term

confusingly or deceptively similar to the mark, either alone or in combination with other words or symbols and to destroy all plates, molds, matrices, masters, and other means of making any of those infringing items;

- C. Requiring defendant to transfer to Reliable its registration for any domain names in its control that contain the infringing mark: www.reliabletransportfirst.com;
- D. Requiring defendant to file with the Court and to serve on Reliable, within thirty (30) days after the entry of an injunction, a report in writing, under oath, setting forth in detail the manner and form in which defendant has complied with the injunction;
- E. Requiring defendant to pay to Reliable an amount yet to be determined to compensate Reliable for all damages sustained as a result of defendant's unlawful conduct and breach of contract describe above, plus interest thereon, and require with respect to damages resulting from infringement or dilution of the mark, or from unfair competition under the Lanham Act that such damages be trebles pursuant to 15 U.S.C. § 1117;
- F. Requiring defendant to account for and pay to Reliable all the profits derived by defendant resulting from its use of plaintiff's mark and color scheme;
- G. Awarding Reliable the costs of suit and its reasonable attorneys' fees in accordance with 15 U.S.C. § 1117 and Michigan Law;
- H. Awarding prejudgment interest on all liquidated sums.

SO ORDERED.

Dated: June 14, 2012

s/Avern Cohn
AVERN COHN
UNITED STATES DISTRICT JUDGE

I hereby certify that a copy of the foregoing document was mailed to counsel of record on this date, June 14, 2012, by electronic and/or ordinary mail.

s/Julie Owens
Case Manager, (313) 234-5160